

DRAFT - MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
[\_\_\_\_\_] AND THE  
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

I. PURPOSE OF THE AGREEMENT

Private businesses play a significant role in protecting their employees and community during disasters. Businesses also play a vital role in working with government to facilitate and provide emergency response and recovery from all types of disasters. State government and the private sector wish to strengthen their partnership, pursuant to the enactment of SB 546 and Governor's Executive Order S-4-06.

This memorandum of understanding (MOU) formalizes the relationship between the [\_\_\_\_\_] and the State of California's Governor's Office of Emergency Services (OES) so that this association and other like groups can improve disaster preparedness by becoming fully integrated into the state's Standardized Emergency Management System. Established in statute in 1994, SEMS is the single system required for managing response to multiagency and multi-jurisdiction emergencies in California.

2. AUTHORITIES

This MOU is authorized by Government Code sections 8550, 8570, 8588.1, and 8607, and other statutes as appropriate.

3. PREPAREDNESS ROLES AND RESPONSIBILITIES

**System:** Like the public sector, the private sector will support emergency response and recovery consistent with the Standardized Emergency Management System and the National Incident Management System. Private sector facilities that are primarily intended to provide a locally based function will integrate with emergency management at the city and county government levels, as appropriate. Private sector facilities that are primarily intended to provide a regional or multi-county function will integrate with the system at the state level.

**OES:** OES is the central emergency planning and response agency in California government. In this role, it coordinates the activities of state agencies and the federal government, to support local government requests for assistance during emergencies and disasters. To fulfill this mission, OES mitigates, plans, prepares for, responds to, and aids in recovery from the effects of emergencies that threaten lives, property, and the environment.

**Partner:** *[example]* The California Grocers Association (CGA) is the voice of the California food industry. CGA is a non-profit, statewide trade association representing over 500 retail members operating more than 6,000 food stores in California and Nevada, and approximately 300 grocery supplier companies. Retail membership includes chain and independent supermarkets, convenience stores and mass merchandisers. The association is recognized as the industry leader in the areas of government and industry relations, public relations, education and communications.

#### 4. COORDINATION DURING EMERGENCIES

Notification and Communication: OES and [ ] will use the [ ] system for mutual Communication of emergency conditions that may affect business or the state's interests. This will include a designated access point at OES for the association's representatives during disasters.

Coordination: [ ] will work cooperatively with other business partners to ensure resources are most efficiently provided consistent with established procedures and government requests. [ ] will work with OES and other business partners to develop procedures for implementation of this MOU. OES will provide regular training of the [ ] representatives and other business partners.

Activation: OES will provide emergency operations center access for a representative of the [ ] during proclaimed emergencies, and at other such times as determined appropriate by the Director of OES. OES reserves the right to limit access to emergency operations centers based upon safety or security needs. Upon the request of OES, [ ] will provide a representative to the state's operations center that has appropriate knowledge of the businesses and the authority to either enter into obligations on behalf of the business for emergency-related activities, or promptly contact those that can do so. Examples include but are not limited to activities such as the redistribution of supplies or opening a particular facility owned by a business.

#### 5. POST EMERGENCY ACTIVITIES

[ ] will work with OES and other business partners to evaluate lessons learned after each proclaimed disaster.

#### 6. PROTECTION OF INFORMATION

Information essential to effective emergency response will be shared amongst business partners and OES, consistent with applicable laws and the need to protect sensitive proprietary information. Information provided by [ ] that is marked as confidential, shall be protected by OES to the extent allowed by law.

#### 7. ADMINISTRATION

Associated Costs: All costs associated with this MOU will be the responsibility of and subject to the express approval of [ ]. If necessary, OES will provide assistance to [ ] in documenting and verifying expenses, to the extent feasible.

No Creation of Rights or Liabilities: Nothing herein is intended to create a new financial obligation of OES or the State of California, or create any third-party right or obligation against either party to this MOU. No employment relationships are created between the OES and [ ] under this MOU; representatives of OES and [ ] will remain employees of their respective agencies.

Term: This MOU shall remain in effect until such time as either party to the agreement terminates their participation in writing. The party wishing to terminate the MOU shall provide 60 days' written notice to the other party of their intent to terminate.

#### 8. SIGNATURES

